(2) Payment for costs incurred in organization of the work will be based on verified actual costs and will be included in the adjusted contract lump sum price for Mobilization in accordance with Subarticle 108-13(D)(1). The Contractor shall demonstrate through submission of appropriate documentation that these costs were included in the bid item of Mobilization. After reviewing the submitted cost records and the submitted documentation, the Engineer will make such adjustments as he deems warranted.

(3) Upon request from the Contractor, materials meeting the requirements of the contract that were to have been incorporated into the work or were to remain the property of the Department but are not used in the work will be paid in accordance with Article 109-6.

(4) No claim for loss of anticipated profits will be considered and no payment will be made for loss of anticipated profits.

(5) Termination of a contract shall not relieve the Contractor of his responsibilities for any completed portion of the work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the work performed.

108-14 TERMINATION OF CONTRACTOR’S RESPONSIBILITY

After the project has been completed and accepted, as provided for in Article 105-17, the Contractor’s responsibility will cease except as provided in Article 107-20 and as set forth in his contract bonds or any warranties provided for under the contract. The Contractor shall remain responsible for any amounts determined to be owed the Department in the processing of the final estimate and such amounts shall be paid by the Contractor upon notification by the Department before processing of the final estimate.

SECTION 109
MEASUREMENT AND PAYMENT

109-1 MEASUREMENT OF QUANTITIES

All work completed under the contract will be measured by the Engineer according to United States standard measures unless otherwise stated in the contract.

The method of measurement and computations used in the determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to accepted engineering practice.

The terms “gauge” and “thickness,” when used in connection with the measurement of plates, sheets and steel wire, shall be applied as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Test Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uncoated Steel Sheets and Light Plates</td>
<td>United States Standard Gauge</td>
</tr>
<tr>
<td>Galvanized Sheets</td>
<td>AASHTO M 218 or M 167</td>
</tr>
<tr>
<td>Aluminum Sheets</td>
<td>AASHTO M 196 or M 197</td>
</tr>
<tr>
<td>Steel Wire</td>
<td>AASHTO M 32</td>
</tr>
</tbody>
</table>

The term “ton” will mean short ton (mass) consisting of 2,000 pounds.

Trucks used to haul material being paid by weight will be either weighed empty before each loading or weighed empty daily. When trucks are weighed empty daily, each truck shall be weighed before hauling its first load of the day and shall bear a legible identification mark.

Where aggregates that are to be paid by weight have been stockpiled after being produced, measurement for purposes of payment will be made after the aggregates have been loaded on trucks for direct delivery to the project.
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When a complete structure or structural unit, as may be indicated by the unit, lump sum or each, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When standard manufactured items are specified, and these items are identified by gauge, unit weight, section dimensions or other dimensions, such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

109-2 SCOPE OF PAYMENT

The Contractor shall receive and accept payment provided for in the contract as full payment for furnishing all materials and performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the prosecution thereof, subject to the requirements of Article 107-20. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

If the Measurement and Payment clause in the specifications relating to any unit price or lump sum price in the bid schedule requires that the said unit price or lump sum price cover and be considered compensation for certain work or material essential to the item, this same work or material will not be measured or paid under any other pay item that may appear elsewhere in the contract.

109-3 FORCE ACCOUNT WORK

All force account work shall be performed as directed by the Engineer including the numbers and types of equipment, the numbers and classifications of labor and foremen and material requirements.

All work to be paid on a force account basis shall be paid in the following manner:

(A) Labor

For all authorized labor and foremen in direct charge of the specific operations, the Contractor will receive the rate of base (actual) wages (or scale) actually being paid by the contractor for each hour that the labor and foremen are actually engaged in the specific force account work.

In addition to reimbursement for each hour that the labor and foremen are actually engaged in the specific force account work, the Contractor may receive compensation for travel time to and from the project if and only if the labor and foremen needed are outside a 75 mile radius as included in Subarticle 109-3(B). The base location will be established and approved by the Engineer before performing the specific force account work. If the approved labor and foremen travel to another project upon completion of the specific force account work, payment for travel time may not exceed the travel time that would have been required to return to the point of origin in accordance with Subarticle 109-3(B). When travel time is approved by the Engineer, it shall be included in the total hours approved and worked for that specific week. The Engineer will approve the mode of travel.

Before beginning the specific force account work, the Contractor will submit in writing for the Engineer's approval a list of all wage rates applicable to the work. Approval will not be granted where these wage rates are not actually representative of wages being paid elsewhere on the project for comparable classes of labor performing similar work.
Payment for overtime will be allowed when approved by the Engineer before performing the specific force account work. Overtime for labor and foremen will be paid based on the company's policy for overtime payment. Verification of such payment will be tracked by submission of weekly payrolls as required on federal projects and as requested on all other projects. Failure to submit payrolls as required or requested shall act as a bar to the Contractor for payment of overtime for labor and foremen. If the labor or foremen is employed partly on specific force account work and partly on other work, the amount of overtime to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.

An additive amount equal to the Contractor’s actual labor burden rate, up to a maximum of 60%, will be paid to the Contractor for all base (actual) wages paid to labor and foremen for the specific force account work. No additive will be provided for overtime payments. The labor burden rates will include costs associated with the employee’s actual base wages benefits, including Federal Insurance Contributions Act (FICA), unemployment contributions, Social Security and Medicare taxes and company fringe benefits. Company fringe benefits are the actual costs paid to, or on behalf of, workers by reason of health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by prevailing wage laws generally applicable to the classes of labor employed on the work. The Contractor’s actual labor burden rates will be submitted to and approved by the Engineer before beginning the work. When the Contractor cannot verify actual labor burden rates, an amount equal to 35% of the total base (actual) wage paid labor and foremen will be added to the total base wages paid to the Contractor. These percentage additives will be full compensation for overhead, benefits, contingencies and all other costs associated with labor for the specific force account work.

(B) Subsistence and Travel Allowances

The Contractor may receive payment for actual costs paid to, or on behalf of, labor and foremen by reason of subsistence and travel allowances under certain circumstances. When the Contractor is required to mobilize a crew for specific operations, the Engineer may approve reimbursement of subsistence, including meals and overnight lodging, if the specific force account work is determined to be outside of the scope of the original contract and the distance from the Contractor’s base location to the project is more than 75 miles. Should the Contractor use forces currently working at the location of the specific force account work, the Engineer may approve the payment of subsistence, including meals and overnight lodging, if the work is determined to be outside of the scope of the original contract, the forces currently working at the location has routinely stayed overnight during the life of the project, and the distance from the Contractor’s base location to the project is more than 75 miles. The Engineer will approve the mode of travel.

Payment will be made to the Contractor for subsistence, including meals and overnight lodging, paid in accordance with the Contractor’s usual policy for authorized labor and foremen in direct charge of the specific operations. Subsistence will be limited to the lesser of actual amount paid or the current maximum in-state rate for State employees. Verification of such costs paid to, or on behalf of, labor and foremen will be submitted to the Engineer. If the labor or foremen are partly employed on specific force account work and partly on other work, the amount of subsistence to be reimbursed will be prorated based upon the number of hours worked on the specific force account work during the payroll period.
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(C) Materials

For materials authorized and accepted by the Engineer and used, the Contractor will receive the actual cost of such materials, including sales tax and transportation charges paid by him (exclusive of equipment rentals as hereinafter set forth), to which costs 15% will be added. The Contractor will furnish records to the Engineer to verify the quantities of materials used in the specific force account work, prices of the materials, sales tax and costs of transportation for the materials.

If materials used in the specific force account work are not specifically purchased for such work but are taken from the Contractor's stock, the Contractor will furnish an affidavit certifying that such materials were taken from his stock, the quantity was actually used in the specific force account work and the price and transportation cost claimed represent the actual cost to the Contractor.

(D) Equipment

For all equipment authorized by the Engineer to be used on the specific force account work the Contractor will receive rental payment.

Hourly rental rates paid for equipment in use that is Contractor owned or rented from another Contractor will not exceed 1/176 of the monthly rate listed in the EquipmentWatch Cost Recovery that is current at the time the specific force account work is performed.

In determining the hourly rate, the regional adjustment factor and the rate adjustment factor for equipment age, as set forth in the EquipmentWatch Cost Recovery, will both be applied to the basic rate. An additive payment equal to 100% of the EquipmentWatch Cost Recovery estimated operating cost per hour will be paid for all hours that equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling and oiling), small tools and other incidentals.

If rental rates for the equipment actually being used in the work are not listed in the EquipmentWatch Cost Recovery, the Contractor will receive the prevailing rental rates being paid for such equipment in the area where the project is located. An additive payment equal to 15% of the prevailing rental rate will be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling and oiling), small tools and other incidentals.

Hourly rental rates for equipment held in ready as directed by the Engineer will be 50% of the rate paid for equipment in use. An additive payment will not be made for equipment held in ready. When equipment is in use less than 40 hours for any given week and is held in ready as directed by the Engineer, payment for held in ready time will be allowed for up to 40 hours, less hours in use. When payment is made for equipment held in ready as directed by the Engineer, the payment for held in ready time will be allowed for up to 8 hours in a day less hours in use.

Hourly rental rates for idle equipment that is held in ready in accordance with Article 104-4 will be paid at 50% of the rate paid for equipment in use. Hourly rental rates for idle equipment held in ready in accordance with Article 104-4 that is rented from a commercial rental agency will be paid in accordance with the invoice rate for the equipment. An additive payment will not be made for idle equipment. When equipment is in use less than 40 hours for any given week and is held in ready as idle equipment in accordance with Article 104-4, payment for idle equipment time will be allowed for up to 40 hours, less hours in use. When payment is made for idle equipment held in ready in accordance with Article 104-4, the payment for idle equipment time held in ready will be allowed for up to 8 hours in a day less hours in use.
In the event the Contractor does not possess or have readily available such equipment necessary for the performance of the work and such equipment is rented from a commercial rental agency, the Contractor will receive payment based on the approved invoice rate for the equipment.

An additive payment equal to 15% of the calculated hourly invoice rate will be paid for all hours equipment is in use. This additive payment will be full compensation for fuel, lubricants, repairs, servicing (greasing, fueling and oiling), small tools and other incidentals. The commercial rental agency cannot be the Contractor or an affiliate of the Contractor.

No compensation will be made for the use of equipment not authorized by the Engineer.

The Contractor will be reimbursed for the actual transportation costs for equipment that the Contractor is directed to furnish. Such payment will be limited to transportation costs from the nearest source of available equipment. If equipment is not returned to the point of origin, but is transported to another location, transportation costs will not exceed the cost of return to the point of origin. Rental for such equipment will not be paid when the equipment is being transported. The Contractor will furnish records to the Engineer to verify the actual transportation costs for equipment.

The Contractor will provide to the Engineer, for approval, a listing of all equipment and attachments to be used in the prosecution of the work. The list will include the manufacturer's name, type, model, serial number and year of manufacture. The list will include the invoice rate for equipment rented from a commercial rental agency. It will be the Contractor's responsibility to verify the age of the equipment in a manner acceptable to the Engineer. Where such verification is not available, the rate adjustment factor used will be for the oldest equipment listed in the EquipmentWatch Cost Recovery.

The above prices and payments will be full compensation for fuel, lubricants, cutting edges, all repairs and all other operating and maintenance costs other than operator's wages.

(E) Owner-Operated Equipment

For all owner-operated equipment authorized by the Engineer to be used on the specific force account work, the Contractor will receive rental payment equal to the existing contract rates with no additive as provided in Subarticles 109-3(A), 109-3(B), 109-3(D) and 109-3(H). When existing contract rates have not been established, the Contractor will submit the proposed rates for the owner-operated equipment with sufficient documentation as deemed necessary by the Engineer for approval.

For fully maintained and operated trucks used for the specific force account work, the Contractor will receive rental payment equal to the existing contract rates with no additive as provided in Subarticles 109-3(A), 109-3(B), 109-3(D) and 109-3(H). When existing contract rates have not been established, the prevailing industry rates for fully maintained and operated trucks will be used for the specific force account work with approval of the Engineer.

For the purposes of force account work, owner-operated equipment, including fully maintained and operated trucks, will be considered subcontractors. No additional additives other than those allowed under Subarticle 109-3(G) will be allowed.

(F) Miscellaneous

No additional allowance will be made for general superintendence, the use of manually powered tools or other costs for which no specific allowance is herein provided.
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(G) Subcontracting

For administrative costs of the Contractor in connection with approved subcontract work, at any level, and the use of owner-operated equipment, at any level, the Contractor will receive an additive amount in accordance with Table 109-1. The total cost of such subcontracted work will include applicable labor and additive, bond and insurance, materials and equipment costs incurred by the subcontractor; overhead and profit computed in accordance with Subarticles 109-3(A) through 109-3(D), 109-3(F), 109-3(H) and 109-3(I); and costs for owner-operated equipment, including fully maintained and operated trucks in accordance Subarticle 109-3(E). No additional additives will be allowed.

<table>
<thead>
<tr>
<th>Total Cost of Subcontract Work</th>
<th>Rate Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $10,000</td>
<td>10%</td>
</tr>
<tr>
<td>Above $10,000</td>
<td>$1,000 + 5% Above $10,000</td>
</tr>
</tbody>
</table>

(H) Overhead And Profit

An additive payment equal to 10% of the specific force account total will be paid to the Contractor. This specific force account total is exclusive of the portion of the work included with Subarticles 109-3(C), 109-3(E) and 109-3(G). This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens and profit associated with the specific force account work.

An additive payment equal to 10% of the specific force account total for approved subcontract work will be paid to the subcontractor for overhead and profit. This specific force account total for subcontract work is exclusive of the portion of the work included with Subarticles 109-3(C) and 109-3(E). This payment will be full compensation for all costs including but not limited to home office and field overhead, burdens and profit associated with the specific force account subcontracted work. No additional additives will be allowed.

(I) Bond And Insurance

For property damage and liability insurance premiums and bond premiums on the specific force account work the Contractor will receive the actual cost. The Contractor will furnish satisfactory evidence to the Engineer of the rate or rates paid for such insurance and bond.

An annualized composite percentage may be used to determine the cost for bond and insurance. Insurance costs will be limited to the direct costs associated with the specific force account work. The Contractor will furnish satisfactory evidence to the Engineer of the annualized composite percentage for the bond and insurance.

(J) General

The Engineer will maintain the payment records of work performed on a force account basis. The Contractor will compare records of work with the Engineer at the end of each day on which such work is in progress.

Any contention the Contractor may have for an extension in the completion date, intermediate completion date, or intermediate completion time, due to performance of specific force account work will be considered as provided in Article 108-10.
109-4  Partial Payments

(A) General

Partial payments will be based upon progress estimates prepared by the Engineer at least once each month on the date established by the Engineer. Partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of work performed since the last partial payment, excluding mobilization, amounts to less than $10,000. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

Where lump sum items are included in the contract and the applicable section of the Specifications require that fixed percentages of the total amount bid included in partial pay estimates, the Engineer will determine amounts due on partial pay estimate in accordance with the applicable sections of the Specifications.

(B) Prompt Payments

Contractors at all levels, prime, subcontractor, or lower tier subcontractor, shall within seven calendar days of receipt of monies, resulting from the satisfactory completion of work performed, pay subcontractors, all lower tier subcontractors, or material suppliers. This seven-day period begins upon knowledgeable receipt by the contracting firm obligated to make a subsequent periodic or final payment. This prompt payment requirement will be met if each firm mails the payment to the next level firm by evidence of postmark within the seven-day period. For the purposes of this section, the satisfactory completion of work performed shall exist when a subcontractor, a lower tier subcontractor or material supplier completes tasks called for in the subcontract and are in conformance with the terms of the Contract as required by the Department. This specification for prompt payment shall be incorporated into each subcontract or lower tier subcontract issued for work performed on the project or for services provided.

The Contractor shall not withhold any payments to a subcontractor, lower tier subcontractor or material supplier for any claim or action arising outside the current contract with the Department. Notwithstanding the provisions of this section, the Contractor may withhold up to 3% retainage if any subcontractor does not obtain a payment and performance bond for their portion of the work. Additionally, this retainage may be increased to a maximum of 10% where the Contractor and any subcontractor have supplied to the Engineer a satisfactorily executed mutual agreement for an increased amount. If any retainage is held on subcontractors, all retainage shall be released within seven calendar days of satisfactory completion of all work. For release of retainage, satisfactory completion is defined as completion of all physical elements and corresponding documentation as defined in the subcontract, as well as agreement between the parties as to the final quantities for all work performed in the subcontract. The Department will provide internal controls to expedite the determination and processing of the final quantities for the satisfactorily completed subcontract portions of the project.

Failure of any entity to make prompt payment as defined herein may result in the Department:

(1) Withholding money from the Contractor due for work performed by that entity in the next partial payment until the necessary assurances are made consistent with this specification; or

(2) Removing an approved Contractor from the prequalified bidders’ and subcontractors’ list, or the removal of other entities from the prequalified subcontractors’ list.
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(C) Unbalanced Bids

Any excess monies included in an unbalanced bid price that the Department determines to be in excess of a reasonable unit or lump sum bid price for the work, shall be retained by the Department until the last partial payment estimate, at which time these funds will be paid to the Contractor. These retained funds will not be eligible for deposit in any trust account established pursuant to this contract nor for interest for such delay in the payment for the retained portion of the bid price. Partial payment for work performed on an unbalanced bid item shall be at the reasonable unit or lump sum price determined in accordance with this subarticle.

For purposes of this subarticle, a reasonable unit or lump sum price will be deemed to be the average of the Engineer's Estimate and the individual balanced bid prices received from the other bidders for the item in question.

109-5 PAYMENT FOR MATERIAL TO BE USED IN THE WORK

(A) Material Delivered on the Project

When so authorized by the Engineer, partial payments will be made up to 95% of the delivered cost of materials on hand that are to be incorporated in the work, provided that such materials have been delivered on or in close proximity to the project and stored in an acceptable manner. Material payments will be allowed when 95% of the accumulated costs of unpaid invoices are equal to or greater than $10,000, materials have been inspected and approved by the Engineer, and the documents listed in Subarticle 109-5(C) have been furnished to the Engineer.

(B) Material Stored at Fabricator's Facilities or Contractor's Facilities

When so authorized by the Engineer, partial payments will be made up to 95% of the invoiced cost, exclusive of delivery cost, for bulky materials requiring fabrication at an off site location that are durable in nature and represent a significant portion of the project cost, if it has been determined by the Engineer, that the material cannot be reasonably stockpiled in the vicinity of the work. Material payments will be allowed when the materials have been inspected and approved by the Engineer and the documents listed in Subarticle 109-5(C) have been furnished to the Engineer.

(C) Required Documents

(1) Written consent of surety to make such partial payments,

(2) Bill of Sale from the Contractor to the Department, and

(3) Copy of invoice from material supplier verifying the cost of the material.

(D) General Requirements

The partial payments will be made on the conditional basis that the material meets the requirements of the contract and will be incorporated into the project. The Contractor shall reimburse the Department for all partial payments for material paid, but not incorporated into the project.

Partial payments for materials on hand will not constitute acceptance, and any faulty material will be rejected even though previous payment may have been made for same in the estimates.

Partial payment will not be made for fuel, supplies, form lumber, falsework, or used materials.

Partial payments will not be made on seed or any living or perishable plant materials except that when such materials have been planted or otherwise incorporated in the work, payment may be made, not as materials, but as work done as part of a contract item for which a contract unit or lump sum price has been established.
Partial payments will not exceed 95% of the contract unit or lump sum prices for the work.

**109-6 PAYMENT FOR LEFTOVER MATERIALS**

Payment will be made to the Contractor for materials meeting the requirements of the contract that were to have been permanently incorporated into the work or were to remain the property of the Department but due to revisions or elimination of items of work by the Engineer, due to discrepancies in the contract or due to termination of the contract are not used in the work. The Contractor, upon request, will be reimbursed for the verified actual cost of such material delivered to a site designated by the Engineer, including any handling charges less any discount, but in no event shall payment exceed that which would have been made at the contract unit or lump sum price for the completed work.

The Contractor shall furnish invoices and cost records to the Engineer to verify the actual cost of materials, handling charges, discounts that were taken and transportation charges. No percentage additive will be added to the verified cost of such material.

No payment will be made for loss of anticipated profits and no other payment will be made for leftover materials except as listed above.

**109-7 COMPENSATION PAID AT CONTRACT PRICES**

Except as provided for by this article, payment for work performed will be made at the contract unit price or the contract lump sum price. Payment shall be made at the adjusted contract unit price, as applicable, when a price adjustment or pay factor is provided for by the contract or as determined by the Engineer in accordance with Article 105-3. In addition to the compensation made at the unit or lump sum price, adjustment in compensation will be made in accordance with Article 109-8. The Contractor shall not be paid for any work performed for which there is not a contract price, nor shall the Contractor receive additional compensation over and above the contract price for work performed or for extra work performed, except for work performed pursuant to an executed supplemental agreement or work performed in accordance with Section 104.

**109-8 FUEL PRICE ADJUSTMENTS**

Fuel price adjustments will be made to the payments due the Contractor for contract items specified in the contract, or for extra work items specified in the supplemental agreement, when the average terminal price has fluctuated from the Base Index Price contained in the contract. The average terminal price is the average of the Freight on Board (F.O.B.) price for diesel fuel at the terminals in Charlotte, Wilmington and Selma, North Carolina. When the average terminal price fluctuates upward or downward from the Base Index Price, an amount will be added to or deducted from the monies due the Contractor as follows.

The current quantity for the specified contract items for which partial payment is made will be multiplied by the respective Diesel Fuel Usage Factor contained in the contract to determine the theoretical diesel fuel usage for each specified contract item. The sum of the theoretical diesel fuel usage for all specified contract items will be multiplied by the algebraic difference between the average F.O.B. price for diesel fuel at the above specified terminals and the Base Index Price contained in the contract to determine the fuel price adjustment to be made on the partial payment estimate.
The following formula will be used to calculate the appropriate payment or credit on the estimate:

\[ S = (A - B) \left( \sum QF \right) \]

Where:
- \( S \) = Fuel Price Adjustment for Partial Payment
- \( B \) = Base Index Price
- \( A \) = Average Terminal Price
- \( Q \) = Partial Payment Quantity for Contract Item
- \( F \) = Fuel Factor for Contract Item

The average terminal price in effect on the first day of the month in which the partial payment period ends will be used to make payment adjustments for fuel whether or not more than one price fluctuation has occurred within a single partial payment period.

The Engineer's estimate of quantities for contract items measured by cross sections shall be used on the various partial payment estimates to determine fuel price adjustments. When the Engineer determines after payment for all or a portion of such contract item that is subject to a fuel price adjustment that the total quantity of work paid to date will be adjusted to reflect more accurate quantity determinations, the Engineer will make a pro rata increase or decrease in the fuel price adjustment proportionate to the adjustment in the total quantity of work paid. The prorated fuel price adjustment for the contract item will be determined by multiplying the cumulative fuel price adjustment made for that contract item for the previous estimate period by the adjusted quantity for that contract item and divided by the total quantity of work paid for the previous estimates for the contract item. Payment for the prorated fuel price adjustment will be made accordingly on the partial payment estimate that includes the adjustment in the quantity of work paid.

**109-9 FINAL PAYMENT**

Upon completion of the final estimate assembly, the Engineer will notify the Contractor giving the final quantities and the apparent liquidated damages, if any are assessed. After the Contractor reviews the final quantities and submits the documents listed in Article 109-10, the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the requirements of the contract will be paid to the Contractor.

**109-10 DOCUMENTS REQUIRED FOR THE PROCESSING OF THE FINAL ESTIMATE**

Before the processing of the final estimate, the following documents shall have been submitted to and accepted by the Engineer.

(A) Statement of Consent of Surety on the contract bonds for payment of money due the Contractor.

(B) Affidavit of the Contractor that all obligations and debts arising out of the construction have been satisfied or affidavit that shall include a list of obligations not satisfied.

(C) Written notice that the Contractor has no request for any extension in the completion date or any adjustment in compensation from that shown in the final estimate or in lieu thereof written notice presenting all request for adjustment of the final estimate setting forth full justification for such requests.

(D) Any other documents that are required by the contract such as reports, statements and other information necessary for compliance with applicable labor regulations of the FHWA.
Submission of false information in the documents required by this section shall be a basis for
disqualifying the Contractor from further bidding in accordance with Article 102-15. If the
Contractor fails to submit the required documentation within the timeframe specified by the
Department, the Department may consider the Contractor to be nonresponsive and may
process the final estimate.

109-11 INTEREST ON FINAL PAYMENT

Should final payment on a project not be made within 120 calendar days after the project final
acceptance date, interest, at the average rate earned by the State Treasurer on the investment
within the State's Short Term Investment Fund during the month preceding the date interest
becomes payable, will be paid to the Contractor on the final payment for the period beginning
on the 121st day after final acceptance and extending to the date the final estimate is paid,
provided that the documents required by Article 109-10 have been submitted within
30 calendar days of the mailing of the notification outlined in Article 109-9. In the event the
Contractor fails to submit the required documents within the stipulated 30 calendar days, and
the final estimate is not paid until 120 calendar days following final acceptance of the project,
the number of days on which interest accrues will be reduced by the number of calendar days
in excess of 30 that the Contractor requires to submit the documents.

SECTION 150
MAINTENANCE OF TRAFFIC

The Contractor will be required to maintain traffic within the limits of the project, including
all existing roadways that cross or intersect the project, unless otherwise provided in the
contract or approved by the Engineer. Traffic shall be maintained from the time the
Contractor begins work on the project site until acceptance of the project, including any
periods during which the Contractor's operations are suspended, unless otherwise provided for
in the contract or approved by the Engineer. The Contractor shall conduct his work in a safe
manner that will create a minimum amount of inconvenience to traffic.

The Contractor shall be responsible for maintaining in a safe, passable and convenient
condition, such part or parts of existing roads as are being used by him to maintain traffic
within the limits of the project from the time the Contractor begins work on the project until
acceptance of the project. As an exception to the above, the Department will be responsible
for the removal of ice and snow from all portions of the project open to traffic.

Whenever it is necessary to use traffic control devices as shown in the contract, as determined
by the Engineer, or to conform to this section, the work of furnishing, erecting, operating,
maintaining, covering, relocating and removing traffic control devices shall be in accordance
with Divisions 11 and 12.